

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aim Products LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank
Street Address:	77 King Street West, 18th Floor
Internal Address:	Royal Trust Tower
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2277808	CASTIN
Registration Number:	2476486	CASTIN

CORRESPONDENCE DATA

Fax Number: (312)803-2209

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-407-4000

Email: aocasio@loeb.com

Correspondent Name: Kevin M. Eisenberg - LOEB & LOEB LLP

Address Line 1: 345 Park Avenue

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:

204311-10001

DOMESTIC REPRESENTATIVE

900122046

TRADEMARK
REEL: 003898 FRAME: 0146

CH \$65.00 2277808

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Seth A. Rose

Signature:

/Seth A. Rose/

Date:

12/05/2008

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 31, 2008 (as amended, restated, supplemented and/or modified from time to time, this "Agreement"), is made by AIM PRODUCTS LLC, a Delaware limited liability company (the "Grantor"), with its place of business at 25 Kenney Drive, Cranston, Rhode Island 02920, in favor of THE TORONTO-DOMINION BANK, a Canadian chartered bank ("TDB"), as collateral agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Company, American Iron & Metal Company Inc., a Canadian corporation ("AIM Canada"), American Iron & Metal (U.S.A.) Inc., a Delaware corporation ("AIM USA"), and together with AIM Canada, each a "Borrower" and collectively, "Borrowers", TDB as a lender and as Canadian swingline lender, Toronto Dominion (Texas) LLC ("TDB Texas"), National Bank of Canada ("NBC"), National Bank of Canada, New York Branch ("NBC NY"), Bank of Montreal ("BOM"), Bank of Montreal, Chicago Branch ("BOM CB"), JPMorgan Chase, N.A. ("JPM"), JPMorgan Chase, N.A., Toronto Branch ("JPM TB"), Comerica Bank ("Comerica") as a lender and as U.S. swingline lender, various other financial institutions named therein or which hereafter become a party thereto (such other financial institutions together with TDB, TDB Texas, NBC, NBC NY, BOM, BOM CB, JPM, JPM TB and Comerica, each a "Lender" and collectively, the "Lenders"), TDB as co-lead arranger and Canadian administration agent for the Lenders (in such capacity, "Canadian Agent"), TDB Texas as U.S. administration agent for the Lenders (in such capacity, "U.S. Administration Agent"), and collectively with Canadian Agent, the "Administration Agents" and each an "Administration Agent"), and the various guarantors and limited guarantors party thereto, the Lenders have agreed to provide financial accommodations to the Borrowers;

WHEREAS, pursuant to that certain Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), executed by the Grantor, the Grantor has guaranteed the obligations of the Borrowers to the Administration Agents and the Lenders under the Credit Agreement;

WHEREAS, the Lenders are willing to enter into the Credit Agreement only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent this Agreement;

WHEREAS, the Grantor has derived or expects to derive a financial or other advantage from each and every loan, advance or extension of credit made under the Credit Agreement to any Borrower by the Lenders;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

(a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in that certain Guarantor Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Security Agreement") by and between the Grantor and the Collateral Agent.

(b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any state, or any similar office or agency of the United States, any state, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which the Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

"Patents" means all patents issued by the PTO, any similar office or agency of the United States, any state, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

"Patent Licenses" means all agreements pursuant to which the Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Trademarks" means all trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any state any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any state, any other country or political subdivision, any internet domain name registrar, or any other registry.

"Trademark Licenses" mean all agreements pursuant to which the Grantor is licensor or licensee, granting any right to use a Trademark.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Credit Agreement, the Security Agreement or the Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement or any Document, the Collateral Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Lenders and Administration Agents of the Obligations of the Grantor now or hereafter existing from time to time, the Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Lenders and Administration Agents, a continuing security interest in and lien upon all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral");

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (g) All products and proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark application filed in the PTO on the basis of the Grantor's intent to use such trademark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents and warrants to the Collateral Agent, in addition to the representations and warranties in Security Agreement and the Documents, that:

- (a) the Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any U.S. State, any other country or political subdivision, any internet domain name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto;
- (b) the Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by the Grantor, and all registrations and applications for such Intellectual Property are standing in the name of the Grantor;

- (c) no Intellectual Property has been licensed or sublicensed by the Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto;
- (d) all Intellectual Property owned by the Grantor, including the items set forth on Schedules I to IV, and, to the Grantor's knowledge, all Intellectual Property licensed to the Grantor, is subsisting in good standing, valid, and enforceable and the Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by the Grantor in full force and effect;
- (e) the Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material;
- (f) the Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by the Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services; and
- (g) the Grantor is the owner of the Collateral free of all security interests or other encumbrances except as provided for in this Agreement and the Credit Agreement.

Section 4. COVENANTS. The Grantor covenants and agrees with the Collateral Agent, from and after the date of this Agreement, and in addition to the covenants in the Security Agreement and the Documents, that:

- (a) the Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by the Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding the Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) the Grantor shall take all actions necessary, or requested by the Collateral Agent, to maintain and pursue each application for registration in respect of the Intellectual Property owned by the Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) in the event that any Intellectual Property owned by or exclusively licensed to the Grantor is infringed, diluted, misappropriated, or otherwise violated by a third

party, the Grantor shall notify the Collateral Agent promptly after the Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as the Collateral Agent shall deem appropriate under the circumstances to protect the Grantor's rights in such Intellectual Property;

- (d) the Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) the Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by the Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and the Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) the Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business; and
- (g) promptly upon the filing of a statement of use or amendment to allege use with the PTO relating to any trademark application, the Grantor shall amend Schedule I hereto to include such trademark application.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Security Agreement.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be

reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. The Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and the Grantor hereby indemnifies and holds the Collateral Agent, each Administration Agent and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by the Collateral Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Collateral Agent, each Administration Agent and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Collateral Agent, the Administration Agents or the Lenders.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

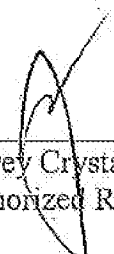
Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Credit Agreement, the Security Agreement, the Guaranty and the other Documents.

Section 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has executed this Intellectual Property Security Agreement as of the date first written above.


AIM PRODUCTS LLC,
as the Grantor

By: 
Name: Jeffrey Crystal
Title: Authorized Representative

By: 
Name: Michael E. Bomersback
Title: Authorized Representative

ACCEPTED and ACKNOWLEDGED by:

THE TORONTO-DOMINION BANK,
as Collateral Agent

By: 
Name: Michael A. Freeman
Title: Vice President, Loan Syndications - Agency

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Castin	United States of America	2277808	September 14, 1999
Castin	United State of America	2476486	August 7, 2001

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

IV. INTERNET DOMAIN NAMES

None.

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENTS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.

None.